

FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

Dec 18, 2020

SEAN F. MCAVOY, CLERK

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

Plaintiff,

KATHERINE HALL,

Intervenor Plaintiff,

v.

AMERICAN MEDICAL RESPONSE
AMBULANCE SERVICE, INC.,

Defendant.

NO: 2:19-CV-258-RMP

CONSENT DECREE

BEFORE THE COURT is a Stipulated Motion for Settlement (Entry of Proposed Consent Decree), **ECF No. 25**. The Court, having considered the Consent Decree entered into by the parties, **HEREBY ORDERS** THAT the following Consent Decree be, and the same hereby is, approved as the final decree of this Court in full settlement of this action. This lawsuit is hereby **dismissed with**

1 **prejudice** and without costs or attorneys' fees. The Court retains jurisdiction of this
2 matter for purposes of enforcing the Consent Decree approved herein.

3 I. INTRODUCTION

4 1. Plaintiff U.S. Equal Employment Opportunity Commission ("EEOC")
5 filed this lawsuit on July 25, 2019 pursuant to Title VII of the Civil Rights Act of
6 1964, incorporating the Pregnancy Discrimination Act of 1978, 42 U.S.C. § 2000e et
7 seq., ("Title VII" and "PDA" respectively) and Title I of the Civil Rights Act of
8 1991, 42 U.S.C. § 1981a ("Complaint"). ECF No. 1. EEOC alleged that Defendant
9 American Medical Response Ambulance Service, Inc. ("Defendant" or "AMR")
10 subjected Katherine Hall ("Ms. Hall") to disparate treatment in violation of Title VII
11 when it refused to accommodate her pregnancy-related work restrictions while
12 employed as a Paramedic at AMR's Spokane facility beginning June 30, 2017, while
13 accommodating other non-pregnant employees who were similar in their ability or
14 inability to work. Defendant filed an Answer to the Complaint on September 13,
15 2019 denying the claims in the Complaint and asserting that its practices and
16 policies concerning reasonable accommodation of pregnancy-related work
17 restrictions were at all times lawful. ECF No. 7.

18 2. The EEOC and AMR ("parties") want to conclude fully and finally all
19 claims arising out of the EEOC's Complaint and Ms. Hall's discrimination charge
20 filed with the EEOC. The EEOC and AMR enter into this Consent Decree to
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1 further the objectives of equal employment opportunity in Title VII and the PDA.

2 This Consent Decree is not an admission of liability by Defendant.

3 II. JURISDICTION AND VENUE

4 3. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§ 451,
5 1331, 1337, 1343 and 1345. This action is authorized and instituted pursuant to
6 sections 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended,
7 42 U.S.C. section 2000e *et seq.* ("Title VII") and section 102 of the Civil Rights
8 Act of 1991, 42 U.S.C. § 1981a.

9 4. The employment practices alleged to be unlawful were committed
10 within the jurisdiction of the United States District Court for the Eastern District of
11 Washington.

12 III. SETTLEMENT SCOPE

13 5. This Consent Decree is the final and complete resolution of all
14 allegations of unlawful employment practices contained in Ms. Hall's
15 discrimination charge, in the EEOC's administrative determination, and in the
16 EEOC's Complaint filed herein, including all claims by the EEOC and Defendant
17 for attorney fees and costs.

18 6. No waiver, modification or amendment of any provision of this
19 Consent Decree shall be effective unless made in writing and approved by the
20 Parties to this Consent Decree, and any substantive change, modification or
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1 amendment of any provision of this Consent Decree shall also require approval by
2 the Court.

3 IV. MONETARY RELIEF

4 7. In settlement of this lawsuit, Defendant shall pay Ms. Hall the total
5 amount of One Hundred Sixty-Two Thousand and Five Hundred Dollars
6 (\$162,500.00) (“Settlement Payment”) within fifteen (15) business days of the date
7 of entry of this Consent Decree by delivering the following to Ms. Hall’s counsel
8 at an address to be provided by EEOC or by Ms. Hall’s counsel by overnight mail
9 or delivery, or wire transfer, with proof of delivery:

10 a. A check or wire transfer in the amount of the Settlement Payment,
11 which constitutes compensatory damages, payable to “Terry A. Venneberg”
12 and will be provided in trust for Katherine Hall. Defendant will issue Ms.
13 Hall and her attorney an IRS form 1099 for this payment.

14 b. Defendant shall transmit a copy of any check or wire confirmation
15 provided pursuant to this Consent Decree to the EEOC at the same time that
16 payment is made to Ms. Hall as described above at:

17 i. EEOC-SEFO_COMPLIANCE@eeoc.gov; and

18 ii. SEFO_AMR@eeoc.gov.

19 8. Defendant will not condition the receipt of monetary relief by
20 requiring Ms. Hall to: (a) maintain as confidential the facts and/or allegations
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1 underlying her charge, the EEOC's Complaint and the terms of this Consent
2 Decree; (b) waive her statutory right to file a future charge with any government
3 agency; (c) agree to a non-disparagement and/or confidentiality agreement; or (d)
4 refrain from reapplying for a job with Defendant.

5 9. Each party will bear its own attorney's fees and costs incurred in this
6 matter.

7 V. INJUNCTIVE AND OTHER RELIEF

8 A. General Provisions

9 10. Defendant, its officers, agents, managers, supervisors, safety
10 personnel, and human resource staff, and its successors and assigns, are enjoined
11 from engaging in practices that constitute unlawful discrimination in violation of
12 Title VII based on an employee's pregnancy.

13 11. During the duration of this Consent Decree, Defendant will provide
14 prior written notice to any potential purchaser of its business(es), or a purchaser of
15 all or a portion of Defendant's assets, and to any other potential successor, of the
16 EEOC's lawsuit, the allegations raised in the EEOC's Complaint, and the existence
17 and contents of this Consent Decree.

18 12. In recognition of its obligations under Title VII, Defendant shall
19 institute the policies and practices set forth below.

1 B. Anti-Discrimination Policies and Procedures

2 13. Within ninety (90) days after the entry of this Consent Decree,
3 Defendant shall revise its anti-discrimination policies, procedures and training for
4 all management and safety personnel, supervisors and employees in Washington
5 state, and for all human resources staff who provide advice and support to
6 managers, safety personnel, supervisors and employees in Washington state,
7 including the human resource staff responsible for reviewing requests for work
8 assignments to accommodate medically-supported work restrictions from pregnant
9 employees in Washington state, to clarify and document its policies and practices
10 in the state of Washington concerning the reasonable accommodation of pregnant
11 women with work duty restrictions who report these restrictions to the company
12 according to the procedures and policies described below.

13 14. EEO Policies and Procedures. Within ninety (90) days after the entry
14 of this Consent Decree, Defendant shall revise, develop and implement written
15 policies and procedures that apply to all management and safety personnel,
16 supervisors and employees in Washington state, and to all human resources staff
17 who provide advice and support to managers, safety personnel, supervisors and
18 employees in Washington state that: (a) prohibit discrimination based on sex or
19 pregnancy, including prohibitions against failing to reasonably accommodate
20 pregnancy-related work restrictions with benefits available to non-pregnant
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1 employees with similar restrictions, including, where reasonable, modified or
2 alternative work assignments and/or modified schedules; (b) explain to employees
3 their rights and responsibilities under Title VII and the PDA; (c) describe the
4 process by which an employee can file an internal complaint based on sex or
5 pregnancy, and Defendant's commitment to promptly investigate and resolve such
6 a complaint; and (d) if required by a change in law during the course of this
7 Consent Decree, update these policies and procedures to reflect changes in anti-
8 discrimination laws. The policies and procedures will include a letter from the
9 AMR West Region CEO, expressing the Company's and his/her support of the
10 importance of the policies and the Company's commitment to equal employment
11 opportunity under the law. These policies and procedures shall be provided to the
12 EEOC for review and comment no later than thirty (30) days prior to
13 implementation. Within fourteen (14) days of receipt, the EEOC will advise
14 Defendant of any comments. EEOC agrees to review the submitted policies and
15 procedures in good faith.

16 15. Defendant's anti-discrimination policy will describe the process by
17 which an AMR employee within the state of Washington can request an
18 accommodation of a pregnancy-related, medically-supported work restriction
19 under Title VII and the PDA, including, at a minimum, identify the personnel
20 responsible for processing such requests, what factors will be considered in
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1 approving or denying the requested accommodation, the type of information that
2 an employee must submit to support her requested accommodation and the time
3 frame for approval or denial. The policy will include designation of an officer,
4 director or human resources manager who is consulted and makes the final
5 approval in every instance where AMR will deny a request for pregnancy-related
6 accommodation. The policy will also include a procedure for documenting all
7 requests for an accommodation of a medically-supported pregnancy-related work
8 restriction to include all documents obtained or submitted during the review
9 process.

10 16. Complaint Procedures. Defendant shall develop and implement a
11 procedure by which an employee who believes she has been discriminated against
12 based on her sex or pregnancy, including denial of an accommodation of a
13 pregnancy-related work restriction, can file an internal complaint, a procedure that
14 includes (a) multiple points of contact through which an employee can file a
15 complaint, including phone numbers, addresses and email addresses for those
16 points of contact, including AMR's human resources, (b) allowing complaints to
17 be submitted anonymously or verbally, without requiring the employee to submit a
18 written statement, (c) providing a location or office, phone number or email
19 address where an employee may lodge a complaint in private and away from the
20 presence of the alleged discriminating manager, supervisor or employee, (d)
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1 providing a method for documenting verbal complaints, (e) ensuring the
2 confidentiality of an employee who files such an internal complaint, and that of
3 any other victim or witness to the complaint, except as legally required under
4 applicable law, and to the greatest extent feasible, (f) providing that Defendant will
5 begin the investigation within five (5) business days after receipt of a complaint
6 and complete the investigation within fifteen (15) business days after it is begun,
7 absent extenuating circumstances, (g) ensuring that Defendant will take prompt
8 and appropriate action to correct the conduct upon determining that unlawful
9 discrimination or a violation of company policy has occurred, and (h) ensuring that
10 Defendant will communicate to the employee who files an internal complaint
11 whether the complaint was substantiated and if any action was taken within five (5)
12 business days after completing the investigation of a complaint. The records of
13 any investigation of a complaint subject to this Consent Decree will be preserved
14 for a period of at least one year after the duration of this Consent Decree.

15 17. Not later than ninety (90) days after entry of this Consent Decree,
16 Defendant shall distribute a written copy of its EEO policies to all management
17 personnel, safety personnel, supervisors and employees in Washington state,
18 including the policy required by this Consent Decree, and to all human resources
19 staff who provide advice and support to managers, safety personnel, supervisors
20 and employees in Washington state, or make such policies available on AMR's
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1 intranet or website. Defendant will also provide a copy of its EEO policies to
2 every new employee hired or re-hired during the duration of this Consent Decree.

3 18. Policy Modifications. In the event Defendant modifies any of the
4 policies identified in paragraphs 13 through 16 above during the duration of the
5 Decree, Defendant shall submit to the EEOC the proposed modifications no later
6 than thirty (30) days prior to implementation. EEOC will notify Defendant within
7 fourteen (14) days of receipt of the proposed modifications if it has any comments.
8 EEOC agrees to review the proposed modifications in good faith.

9 C. Equal Employment Opportunity Training

10 19. Defendant shall provide two EEO trainings of at least one (1) hour
11 each to all non-supervisory employees in its Spokane, Washington operations (“all
12 employee training”). The first training will be provided not later than one hundred
13 twenty days (120) after entry of this Consent Decree. The second training will be
14 provided between twelve (12) and twenty-four (24) months after entry of the
15 Consent Decree. The trainings will focus on Title VII and the PDA. The anti-
16 discrimination trainings shall be developed by a third-party provider with expertise
17 or an in-house or outside employment lawyer experienced in anti-discrimination
18 matters.

19 a. The all employee trainings will include, at a minimum, an overview of
20 Title VII and the PDA with special emphasis on employee rights and
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1 responsibilities in requesting an accommodation of a pregnancy-related
2 work restriction, employer obligations in responding to such requests for
3 reasonable accommodation, the interactive process, and the employer's
4 ongoing obligation to participate in the interactive process to ensure the
5 effectiveness of accommodations, if granted. The trainings shall include a
6 specific reference to sex and pregnancy discrimination and specific
7 instruction regarding AMR's EEO policies and procedures and will include
8 clear definitions and sample scenarios specifically related to unlawful
9 discrimination and pregnancy-related work restrictions tailored to
10 Defendant's workplace. The trainings shall also include information about
11 the different avenues by which a request for an accommodation of a
12 pregnancy-related work restriction may be made and if the request is denied,
13 how to submit a complaint internally with Defendant and will include
14 contact information for the EEOC.

15 b. The first all employee training shall consist of at least five sessions,
16 and a separately recorded session prepared solely by the instructor.
17 Defendant shall ensure that the format of the first training is live, conducted
18 either in-person or over Zoom, WebEx or similar videoconference platforms,
19 and interactive, and shall be administered by a third-party provider with
20 expertise or an in-house or outside employment lawyer experienced in anti-
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1 discrimination matters. Anyone who is unable to attend a live session will
2 be required to review the recording of the training and complete a quiz at the
3 end of the presentation, with 75 percent mastery of the material. Defendant
4 will use best efforts to obtain live attendance from all active employees
5 required by this Consent Decree to be trained. In addition, Defendant
6 thereafter shall provide the recorded training to new hires within thirty (30)
7 days of the employee's hire date, and administer the quiz, requiring 75
8 percent mastery, at a minimum.

9 c. The second all employee training shall be provided by Defendant via
10 the previously recorded training and administering the quiz, requiring 75
11 percent mastery, at a minimum, or may be offered live, either in person or
12 via Zoom, WebEx or similar communication platform, and interactive, and
13 may be administered by a Vice President-level or higher human resources
14 executive experienced in conducting anti-discrimination workplace training.

15 20. Not later than one hundred twenty (120) days after entry of this
16 Consent Decree and annually thereafter, AMR shall provide a total of three (3)
17 trainings of two (2) hours each during the term of this Consent Decree to all
18 management, safety, and supervisory employees in Washington state and to all
19 human resources staff who provide advice and support on Title VII and PDA
20 issues to managers, safety personnel, supervisors and employees in Washington
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1 state, regarding Defendant's EEO policies and procedures, supervisory
2 performance standards, and complaint and investigation procedures ("state-wide
3 management training"). The training shall be developed by a third-party provider
4 with expertise or an in-house or outside employment lawyer experienced in anti-
5 discrimination matters. The training will inform each participant that he or she is
6 responsible for knowing and complying with Defendant's policies and procedures
7 and that failure to comply shall result in appropriate discipline up to and including
8 termination. The training shall also emphasize that managers, safety personnel,
9 supervisors, and human services staff are required to report any complaint for
10 investigation and to prevent and correct any unlawful discrimination or company
11 policy violations they observe or after receiving notice of a complaint of
12 discrimination, and that failure to take such action will result in disciplinary action.

13 a. The first annual state-wide management training shall be administered
14 by a third-party provider with expertise or an in-house or outside
15 employment lawyer experienced in anti-discrimination matters and shall be
16 live, offered either in person or via Zoom, WebEx or similar communication
17 platform, and interactive. Any individual managers, safety personnel,
18 supervisors, and human services staff required, but unable, to attend the
19 training will be required to review a separately recorded training session
20 and complete a quiz at the end of the presentation, with 75 percent mastery
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1 of the material. The curriculum of this separate recorded session shall be
2 developed by a third-party provider with expertise or an in-house or outside
3 employment lawyer experienced in anti-discrimination matters and shall
4 cover the required topics described in paragraph 20. Defendant will use best
5 efforts to obtain live attendance from all active employees required under
6 paragraph 20 of this Consent Decree to be trained. In addition, Defendant
7 thereafter shall require newly hired or promoted employees under paragraph
8 20 within thirty (30) days of the employee's hire or promotion date, to
9 review the separately recorded session and shall administer the quiz,
10 requiring 75 percent mastery, at a minimum.

11 b. Subsequent annual state-wide management trainings may be
12 administered by a Vice President-level or higher human resources executive
13 experienced in conducting anti-discrimination workplace training and shall
14 be live, offered either in person or via Zoom, WebEx or similar
15 communication platform, and interactive. Managers, safety personnel,
16 supervisors, and human services staff required, but unable, to attend the
17 training will be required to complete the recorded program and quiz
18 described in subparagraph (a).

19 21. For both employee and state-wide management trainings described in
20 paragraphs 19 and 20 above, Defendant shall identify all proposed trainers and/or
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1 curriculum consultants for the trainings within sixty (60) days prior to the
2 scheduled training. The EEOC will raise any objections to the proposed trainers
3 and/or curriculum consultants within ten (10) business days. Defendant also shall
4 provide the EEOC with copies of all training materials no later than thirty (30)
5 days prior to their initial use. The EEOC will advise Defendant of any comments
6 to proposed training materials within fourteen (14) days. The EEOC agrees to
7 review the training materials in good faith.

8 22. All costs of training shall be borne by Defendant. Defendant shall
9 notify the EEOC in writing of the completion of the training seminar and shall
10 specify the names and job titles of the managers, supervisors and employees who
11 participated in and completed the training. This information shall be provided as
12 part of the compliance reporting and auditing required by Paragraphs 26-29 of this
13 Consent Decree.

14 D. Non-Disclosure of Information, File Expungement and Neutral Reference

15 23. Defendant shall not disclose any information or make reference to any
16 charge of discrimination or this lawsuit in responding to requests for information
17 about Ms. Hall, except under subpoena. Defendant shall expunge from its
18 personnel records any information relating to Ms. Hall's request for an
19 accommodation of her pregnancy-related work restriction. Those records will be
20 preserved in a file separate from Ms. Hall's personnel records. Consistent with
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1 Defendant's usual policies and practices regarding responding to requests for
2 references for all former employees, Defendant shall only confirm Ms. Hall's years
3 of employment with AMR and her position(s) during her employment to any
4 prospective employer, unless expressly authorized otherwise by Ms. Hall in
5 writing.

6 E. Policies Designed to Promote Accountability

7 24. Defendant will, pursuant to performance policies and standards,
8 impose discipline, up to and including termination of employment, upon any
9 manager, safety personnel, or supervisor in Washington state, and any human
10 resources staff who provided advice to such manager, safety personnel, or
11 supervisor in Washington state, who is determined after a proper investigation to
12 have violated company policy or discriminated against an employee based on sex
13 or pregnancy. In addition, Defendant shall inform managers, safety personnel, and
14 supervisors in Washington state, and any human resources staff who provided
15 advice to such managers, safety personnel, or supervisors of their obligation to
16 report any complaint based on sex or pregnancy for investigation, prevent and
17 correct any unlawful discrimination that they observe in the workplace or after
18 receiving notice of a complaint of discrimination, and shall be warned that failure
19 to take such action will result in disciplinary action.

1 25. In conducting performance reviews, Defendant shall hold each
2 manager, safety personnel, and supervisor in Washington state, and any human
3 resources staff who advises a manager, safety personnel, or supervisor in
4 Washington state, accountable for EEO enforcement and compliance and for
5 insuring employees are not discriminated against based upon their sex or
6 pregnancy.

7 F. Reporting

8 26. Defendant shall submit three (3) reports to the EEOC during the term
9 of this Consent Decree at: (1) EEOC-SEFO_COMPLIANCE@eeoc.gov and (2)
10 SEFO_AMR@eeoc.gov. The reports shall be submitted to the EEOC at twelve
11 (12) months following the entry of this Consent Decree by the Court, at twenty
12 (20) months after the entry of this Consent Decree and at twenty-eight (28) months
13 after the entry of this Consent Decree.

14 27. The reports shall contain the following information and attachments:

15 a. A certification that Defendant has:

- 16 1. Implemented its written EEO policies and procedures and
17 distributed copies of its EEO policy as described in Paragraphs
18 12-17;
- 18 2. Complied with the training provisions enumerated in this
19 Consent Decree in Paragraphs 19-22;
- 19 3. Enforced its policies and procedures to promote EEO
20 accountability by managers and supervisors, as required by
21 Paragraphs 24-25; and

4. Complied with all other provisions of this Consent Decree.

b. Copies of the following documents shall be included with each report submitted to the Seattle Field Office of the EEOC:

1. A copy of Defendant's EEO policy and procedures developed and implemented in accordance with the provisions of this Consent Decree.

2. A summary of all requests for or all complaints received of denials of requests made by employees in Washington state for transitional work assignments related to medically supported pregnancy-related work restrictions, the disposition of the request, and the reason for any denial, along with the following information:

i. Name of the individual who requested or was denied the transitional work assignment and personal contact information, including the full address, email address and telephone numbers of the individual; and

ii. Name(s) and title of individual(s) who received, addressed, and resolved the complaint of denial of a transitional work assignment.

3. A sign-in sheet or list of the names and job titles of each manager, supervisor, safety personnel, and employee of Defendant who completed EEO training and the dates the training was conducted or completed during the previous reporting period.

28. If applicable, Defendant shall submit a statement with its report to the EEOC specifying the areas of noncompliance, the reason for the noncompliance, and the steps that were or shall be taken to bring the Company into compliance.

29. Within sixty (60) days after Defendant delivers each report to the EEOC required by paragraph 27 of this Consent Decree, Defendant shall make

1 available a human resources official, or other appropriate personnel responsible for
2 handling sex or pregnancy discrimination-related employment matters, for audits
3 upon request by EEOC to determine compliance with this Consent Decree. EEOC
4 shall provide notice of audit subject matter not later than five (5) business days in
5 advance but, at a minimum, the audit shall include whether Defendant has denied
6 pregnancy-related reasonable accommodation to any individual and whether
7 Defendant has received any complaints about discrimination against individuals
8 based on pregnancy. Any requested audit will be conducted at a mutually
9 agreeable time and place or by videoconference.

10 G. Notice Transmittal by E-mail

11 30. Defendant shall deliver by e-mail to all employees in Washington
12 state with Company email addresses or known personal email contacts recorded in
13 the Company HRIS system, the Notice attached as Exhibit 1 to this Consent
14 Decree. The Notice shall also be conspicuously posted on bulletin board at
15 Defendant's Washington state facilities for the duration of the Consent Decree.

16 VI. ENFORCEMENT

17 31. If the EEOC determines that Defendant has not complied with the terms
18 of this Consent Decree, the EEOC shall provide written notification of the alleged
19 breach to Defendant. The EEOC shall not petition the Court for enforcement of this
20 Consent Decree for at least thirty (30) days after providing written notification of the
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1 alleged breach. The 30-day period following the written notice shall be used by the
2 EEOC and Defendant for good faith efforts to resolve the dispute, including, a meet
3 and confer session by phone or videoconference, if necessary, before involving the
4 Court.

5 VII. RETENTION OF JURISDICTION

6 32. The United States District Court for the Eastern District of Washington
7 shall retain jurisdiction over this matter for the duration of this Consent Decree.

8 VIII. DURATION AND TERMINATION

9 33. This Consent Decree shall be in effect for thirty (30) months after the
10 date of entry of the Decree. If the EEOC petitions the Court for breach of this
11 Consent Decree, and the Court finds Defendant to be in violation of the terms of the
12 Consent Decree, the Court may extend the duration of this Consent Decree.

13 **IT IS SO ORDERED.** The District Court Clerk is directed to enter this
14 Order, provide copies to counsel, and **close** this case.

15 **DATED** December 18, 2020.

16 s/ Rosanna Malouf Peterson
17 ROSANNA MALOUF PETERSON
18 United States District Judge
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